

AGREEMENT

BETWEEN

THE MASSACHUSETTS COALITION OF POLICE
LOCAL 188A

ON BEHALF OF

THE MENDON POLICE CIVILIAN EMPLOYEES
ASSOCIATION

AND

TOWN OF MENDON
TWO-YEAR CONTRACT

JULY 1, 2013 to JUNE 30, 2015

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Contents

Agreement.....	2
Article 1 – Recognition.....	2
Article 2 – Dues / Agency Deductions	2
Article 3 – Work Week	3
Article 4 - Open Shifts	4
Article 5 – Overtime	5
Article 6 – Court Attendance	6
Article 7 – Swapping of Shifts.....	6
Article 8 – Vacation Leave	6
Article 9 – Personal Time	8
Article 10 – Sick Leave.....	8
Article 11 - Use of Sick Leave.....	9
Article 12 - Sick Leave Bank.....	9
Article 13 – Holidays	10
Article 12 – Jury Duty.....	11
Article 13 – Funeral/Bereavement Leave	11
Article 14 – Recall Overtime	11
Article 15 – Seniority	11
Article 16 - Uniforms and Protective Clothing.....	12
Article 17 – Job Postings and Promotions	13
Article 18 – Layoff and Recall.....	13
Article 19 – Grievance and Arbitration Procedure	13
Article 20 – Insurance/Pension	15
Article 21 - No Strike.....	15
Article 22 - Management Rights.....	16
Article 23 – Americans with Disabilities Act.....	18
Article 24 - Education Policy.....	19
Article 25 – Probationary Period	19
Article 26 – Bargaining Unit Coverage	19
Article 27 – Shift Differential	19
Article 28 – Regular Pay.....	20
Article 29 – Longevity	20
Article 30 – Drug and alcohol Testing.....	20
Article 31 – Savings Clause.....	23
Article 32 – Termination.....	23
SCHEDULE A – Regular Pay:	24
SCHEDULE B Longevity:	25

Agreement

Agreement effective the 1st day of July 2013, by and between the Town of Mendon, Worcester County, Massachusetts (hereinafter referred to as the Town or Employer) and the Massachusetts Coalition of Police – Local 188A on behalf of the Mendon Police Civilian Employees Association (hereinafter referred to as the Union or Local 188A).

Any articles or portions of articles of this Agreement that require the expenditures of funds by the Town are subject to the Town appropriating the money at special or annual Town meeting each year to fund such articles or portions of articles in accordance with the Massachusetts General Laws.

The terms “Department Head” and “Chief” or “Chief of Police” are used interchangeably throughout this contract.

Article 1 – Recognition

The Town voluntarily recognizes for the duration of this Agreement Local # 188A as the exclusive bargaining representative with respect to wages, hours and any other terms and conditions of employment for “all full-time civilian employees in the Police Department” of the Town of Mendon.

The Town agrees that no Employee shall be consulted or represent another employee relative to wages, hours and conditions of employment without prior notice to the President of the Union and, if a timely request is made, presence of a Union Official at such meeting. Individual employees cannot waive any section of this agreement, in part or in whole, without the knowledge or approval of the Union. An election of remedies is required under this and other articles involving allegations of discrimination or prohibited practices. Either a grievance, court or administrative complaint or a charge of prohibited practice may be filed, but not more than one; however, where the Union interests are significantly different from the employee's, the Union may also file a grievance or prohibited practice charge, but not both.

Article 2 – Dues / Agency Deductions

Payroll deductions will be made for Union dues and agency fees by the Town of Mendon. Dues and fees shall be deducted from each pay check, with the written consent

of each Civilian Employee.

The Town shall remit such deductions to the Treasurer of the Union, together with a list of employees who have authorized dues deductions. The authorization for deductions may be revoked by the employee at any time upon written request to the Town and by filing a copy of such withdrawal with the Treasurer of the Union.

The Union shall assist the Town Treasurer by providing pertinent information and data regarding Union members and dues deduction.

The Town shall incur no liability for loss of monies after depositing the same as directed by the Union.

The Union will not involve the Town in any way in the collection of such agency fee and indemnify and save the Town harmless from any involvement under this article. The Union is free to use the courts to collect any dues, so long as it complies with the regulations concerning Agency Service Fees promulgated by the Labor Relations Commission pursuant to M.G.L. c. 150E, § 12.

Although membership is not mandatory for Mendon Civilian Employees, benefits gained by the Union are accorded to all employees represented; therefore, all bargaining unit employees will be required to pay either Union dues or an agency service fee within thirty (30) days upon becoming full-time employees. This agency service fee shall be in amount equal to Union dues less any amount paid by the Union to any affiliate or national organization on a per capita basis for Union members, but in no even more than 90% of regular union dues and in any event to comply with M.G.L. c. 150E, § 12 and the Regulation of the Labor Relations Commission.

Article 3 – Work Week

Civilian Employees will perform their duties under the direction of the Police Chief, his or her designee. The work-week shall be set by the Chief.

Unless changed in accordance with the procedures set forth in this article, the normal workday for the Civilian Employees of the Mendon Police Department shall consist of eight (8) consecutive hours.

The normal workweek shall consist of forty (40) hours with consecutive days off. Exceptions may be made by the Chief.

All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time posted in advance showing work days and hours to be worked, and shall be at the discretion of the Chief or designee.

Nothing contained in this article shall limit the authority of the Chief or his designee to alter regularly scheduled work shifts or to reassign or recall civilian employees during an emergency for the duration of such emergency.

Every employee affected shall be notified at least thirty (30) day in advance of any schedule change except in an emergency or, for example, when sufficient manpower is unavailable.

Consecutive Work Hours - No more than sixteen (16) consecutive hours (including police department or other duties for the Town or another employer) will be worked by any Civilian Employee without the approval of the Chief of Police or the Chief's designee. The policy is for a reasonable period of rest to be spent after the work period prior to the next scheduled work period.

Article 4 - Open Shifts

If the Chief calls in additional staff to cover an open shift normally occupied by a fulltime employee, members of the Union shall have first preference for all such shift replacements limited up to the initial five (5) consecutive open shifts. After the first five (5) consecutive open shifts, anyone may be used to fill the vacancy. In addition, the Chief agrees when filing storm related shifts that are in addition to the beformentioned, a rotating list shall be used providing first right to Union employees for every other storm related shift the Chief fills. This is in addition to "open shifts."

Payment under this provision shall be at time and one-half of the employee's current rates of pay.

Notwithstanding the foregoing, or any other provision of this agreement, the Chief may hire part-timers on a long-term or full-time basis at the Chief's absolute discretion without any limit on duration.

An employee who wants to request a leave of absence shall submit such request through the Chief to the Board of Selectmen. The Town may provide a full-time Employee with up to six (6) months of unpaid leave of absence. This article may not be grieved beyond Step 3. A person returning from leave to a full-time position starts with the seniority s/he had when s/he left.

Article 5 – Overtime

All authorized work in excess of forty (40) hours per work week shall be paid at an overtime rate of one and one half the employee's base rate, or can be taken by mutual agreement with the Chief as comp time, up to a maximum accumulation of no more than eighty (80) hours at a given time. No more than forty (40) hours of comp time may be taken in any month. The Chief may limit or deny requests if there is a personnel shortage or budgetary concern (e.g., time and one-half to replace), all at the Chief's discretion. Unused comp time, some or all, may be carried over each fiscal year or the department head may choose to pay for some or all comp hours at time and one-half their normal rate with approval from the Chief.

As specified in the policies entitled "Duties of the Communications Officers" female members of the Union may perform matron duties when appropriate and authorized by the Officer in Charge of the shift, with a four hour minimum, at time and one-half their current rate of pay. *Any hour/hours worked after the minimum of four hours will be paid at time and one half their current rates for each hour.*

Any/all shifts that become open as defined and in compliance with the section above, entitled " OPEN SHIFTS" will be offered to full-time union members first on a rotating basis and then offered to the part-timers, also on a rotating basis.

Overtime for the first hour at the end of a shift will be calculated as follows:

0-15 minutes	no overtime
16-30 minutes	30 minutes overtime
31-60 minutes	60 minutes overtime

An employee called in to work during other than a normal shift, shall be paid, regardless of how long he or she shall actually work, a minimum compensation of not less than four (4) hours pay at the rate applicable at the time of call-in excluding department meetings where the minimum compensation shall be two hours at the applicable rate of pay

Article 6 – Court Attendance

Any employee required or summonsed to attend court as a witness for the Commonwealth at a time when the employee is normally off duty, shall receive pay at the overtime rate for not less than three (3) hours. This shall include appearance by the employee during vacation, scheduled days off, at other times other than the employee's regularly scheduled shift.

Article 7 – Swapping of Shifts

Civilian Employees may swap shifts with each other with the prior approval of the Chief of Police or the Chief's designee, provided there is no additional cost to the Town, nor where the 16 consecutive hour limit will be exceeded, such requests however, shall be kept to a minimum. This means if a person calls in sick, the one originally scheduled must cover at no additional cost. A denial is not subject to the grievance procedure.

Article 8 – Vacation Leave

All members shall receive a yearly vacation with pay to be computed as follows:

Beginning of service thru four years completed	Two weeks per year
Five years completed thru nine years completed	Three weeks per year
Ten years thru fifteen years completed	Four weeks per year
Sixteen years and beyond	Five weeks per year

However, after five (5) continuous years of full-time work in the bargaining unit, each employee shall be credited the expected amount of his/her yearly vacation computation on July 1st of each year. Each employee with the Chief's approval may carry over vacation time into the next fiscal year, providing it does not exceed the amount of days off to which the employee will be entitled as of July 1st of the subsequent fiscal year.

New "Full-Time" employees shall not be allowed to use vacation during the first six months but will, however, accrue vacation as stated above.

Absence on account of sickness in excess of that authorized under the rules and regulations or policies of the department, or for personal reasons as provided for under other leave may be charged to vacation leave.

An employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls on or is legally observed during his /her vacation.

A full-time Civilian Employee in the Armed Forces Reserve or the National Guard, who shall be required to and does attend annual active duty for training, shall be paid the difference, if the Town pay is higher, between their "base" Town pay and their gross military pay, provided that such payment by the Town shall be limited to a period not exceed two (2) weeks in twelve (12) month period.

Employees terminating employment will be eligible for payment of their unused vacation time. In the event of their death, payment will be made to the family's estate.

Any unused earned vacation, holidays and comp-time time remaining at the time of an employee's termination will be paid out in a lump sum. The last day of actual work is the termination date for the employee. Employees may not add unused vacation days

to the last day actually worked in order to postpone their termination date whether for the purpose of accumulating more vacation time, prolonging insurance benefits, or for any other purpose. Article 8 – Family & Medical Leave

The Town agrees to abide by the provisions of the 1993 Family and Medical Leave Act (FMLA) as amended. No changes will be made without providing the union notice and opportunity to impact bargain as required by law. The law provides employees with rights and remedies.

Article 9 – Personal Time

The Town agrees to provide each full-time employee with three (3) additional paid days of personal time off per year to attend to compelling personal business which cannot be handled during off-duty time or by swaps. (This is not in addition to the time provided by Massachusetts Law for Family Leave.)

Only employees who have completed their one-year probationary period may be compensated for absence for personal reasons under provisions of this article. The Chief or designee will not deny requests unreasonably; however, denial is appropriate where a voluntary replacement cannot be secured.

Article 10 – Sick Leave

A full-time employee shall accumulate sick leave with pay not to exceed fifteen (15) working days for each year of service (at the rate of one and ¼ days per month not to exceed 15 days). Accumulation of sick leave shall begin on the first working day of the month following employment. An employee shall be credited annually with the unused portion of sick leave granted under this section up to a maximum of 105 days.

Extended Sick Leave / Long Term Disability Insurance Policy

The Town has purchased a group disability insurance policy, which provides long-term disability coverage to employees that work in excess of thirty hours/week. Such insurance policy shall not become effective until an employee has been on sick

leave for ninety (90) days.

Article 11 - Use of Sick Leave

An employee shall be entitled to sick leave when the employee is not capable of performing duties due to personal sickness, illness of immediate family, injury, medically documented hospitalization or long term illness, medical illness, and family leave.

Provided that the Chief can restrict sick leave use for immediate family situations if the burden on the budget is too great in the Chief's opinion. The Chief agrees to not restrict such use unfairly.

Notification

Sick leave shall commence on the date that notification of the employee's sickness or injury received. Such notification due to illness shall be given as early as possible, as least a minimum of two (2) hours notice.

The Chief may require a physician's certificate of inability to perform Civilian Employee duty to be submitted by the employee at their expense and on their time after three (3) consecutive days and/or shifts absence, or whenever the Chief detects a pattern or suspects abuse, before further leave is granted under the provisions of this article.

In the Chief's discretion variations in the use of sick leave are authorized.

Article 12 - Sick Leave Bank

Union members may volunteer their sick time to fellow employee (s) with the approval from the Chief.

Sick Leave Incentive

An employee who uses no sick leave in one-half fiscal year (i.e., July 1 through December 31, or January 1 through June 30) will be entitled to receive one (1) additional personal leave day to be taken during the following one-half fiscal year. Such personal

leave day is non-cumulative. Such personal leave may be taken in one-half (1/2) day increments. Except in the case of unanticipated emergencies, the taking of personal leave shall require prior notice to and the approval of the department head.

Article 13 – Holidays

The following days shall be recognized as legal holidays for employees who actually work on such days for the purposes of this contract:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day (4 th of July)	Labor Day
Patriots Day	

Thanksgiving Eve and Christmas Eve will equal one extra holiday after Christmas Eve

The Chief, or his designee, upon receipt of a day off request for one of the holidays above from a full-time employee, will attempt to fill the shift of a full-time employee with another employee, either full or part-time. A denial is not subject to the grievance procedure.

Full-time employees required to work on any of the above mentioned holidays shall be paid at the rate of time and one-half (1 ½) of their base rate (not including any incentives, differentials, etc.) In addition, they will receive credit for an extra day off at some time in the future, or, at the employee's option – which must be exercised during that pay period – they may receive an extra day's pay (again at base rate only.) This covers only the first shift worked by an individual.

To qualify for additional days off after working a holiday, the employee must have worked the regularly scheduled days immediately prior to and following the holiday, or on a full regular pay status.

Article 12 – Jury Duty

An employee required to perform jury duty shall received leave with pay for the duration of such duty. Employees will return to work as promptly as possible. Compensation shall be the difference between jury duty pay, exclusive of mileage reimbursements, and the Civilian Employee's regular compensation.

Article 13 – Funeral/Bereavement Leave

Bereavement leave of three days or more may be granted by the department head to an employee to attend a funeral or to take care of matters caused by the death of an employee's spouse, father, mother, child, step child, brother sister, grandparent, grandchild, father-in-law, mother-in-law, aunt, uncle, niece, nephew, sister-in-law, or brother-in-law.

Employees may be granted administrative leave to attend the funeral of a fellow Town employee or the funeral of a spouse, child, or parent of a fellow Town employee, at the discretion of the Chief.

Article 14 – Recall Overtime

The Town will not make a material change to its forced recall policy without given the union notice and opportunity to bargain, and, if so requested, bargaining in good faith to the point of agreement or impasse.

Article 15 – Seniority

SENIORITY for non-civil service personnel shall mean the length of continuous full-time service of an Employee. Preference shall be given to all full-time Employees first, meaning all full-time Employees shall have seniority over all part-time Employees. Continuous service shall mean employment by the Town in the police department without any break in employment. A break in employment shall cause the loss of all seniority rights. A break in employment shall occur upon the happening of any of the following events:

15.1.1 If an Employee quits of his own accord.

15.1.2 If an Employee shall be discharged for just cause in accordance with all areas of this contract.

15.1.3 If the Employee shall be absent in excess of five (5) consecutive days without obtaining approval of such absence under the provisions of this contract.

15.1.4 If the Employee shall fail to return to work within five (5) working days after the end of an absence authorized under the provisions of this contract.

15.1.5 If, after a layoff, an Employee shall either (a) within seventy-two (72) hours after receipt of notice from the Town, by registered return receipt mailed to last known address, that he will be re-hired, fail to notify the Chief in writing that he/she intends to return to work within two (2) weeks after receipt of such notice from the Town; or (b) having given the notice required under Clause (a), fail to return to work not later than the end of said two (2) week period.

15.1.6 If an Employee shall be absent due to a layoff for a continuous period of more than twenty-four (24) months.

Article 16 - Uniforms and Protective Clothing

If an employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the employer and the cost of maintaining the protective clothing or protective device in proper working condition shall be paid by the employer.

The employer agrees to provide all material, equipment, items of clothing as approved by the Chief of Police or his Designee, and tools required to perform the duties assigned to the employee covered by this agreement.

All equipment, material, clothing or tools issued to any employee shall remain the property of the Town of Mendon, and said employee shall be held liable for maintaining all equipment in acceptable condition. Upon termination of employment, all property issued by the town shall be returned to the Chief of Police or his designee.

Article 17 – Job Postings and Promotions

All non-temporary job openings, vacancies, transfers or promotions within the Mendon Communications Division will be posted at least one (1) calendar week in advance on the Police Department Bulletin Board. Requirements, qualifications, duties, salary and job description, as well as any other pertinent information shall be set forth in such posted notice.

Any job vacancy or new position within the department shall be posted for no less than fourteen (14) calendar days prior to outside recruitment. During this period, employees who wish to apply for the open position or job may do so. The application shall be in writing, and the Town shall fill the opening by promoting in accordance with department policy and procedure.

Article 18 – Layoff and Recall

Employees shall be laid off (beginning with the least amount of seniority), as defined in article 15. After a layoff, an employee shall be recalled with the highest seniority first.

Article 19 – Grievance and Arbitration Procedure

A grievance is defined as an allegation of a violation of any terms of a numbered Article of the Contract. A grievance must be in writing, specifying the Article and Section allegedly violated and listing the remedy requested. All grievances shall be handled in accordance with the grievance procedure set forth herein. Reference to any period of days in this section shall not include Saturdays, Sundays or holidays, or the day that notice is received.

The parties may, by mutual agreement in writing, waive the time limitations, or other conditions provided in this section. As used in this Agreement, the term “Union Grievance Committee” shall be a committee of three as designated by the Union from time to time. (Any member of the Grievance Committee can represent the Committee as a whole.) The procedure to settle grievances shall be as follows:

Step One: A grievance may be submitted to the Chief on an informal basis, orally or in writing, if the grievant so requests, and the parties may discuss the matter and attempt to resolve the situation within five (5) days. If the matter is not so submitted, or is not resolved, any grievance must be submitted in writing to the Chief within fifteen (15) days of its occurrence or when the grievant (employee or union) knew or reasonably should have known of its occurrence. A copy of any such grievance must also be filed with the Board of Selectmen.

Step Two: The Chief shall, unless he is unavailable due to such things as vacation, sick leave, conference, or similar absence, within five (5) days of receipt of said grievance, (or within five (5) days of his return from such absence), attempt to negotiate a settlement with the Grievance Committee. If a satisfactory settlement cannot be reached within such five (5) days, the Chief shall so state in writing to the Grievance Committee and the Board of Selectmen within two (2) additional days.

Step Three: If the grievance is not resolved to the satisfaction of the employee or Union, it may be appealed within seven (7) days of receipt of the Chief's decision (or when the decision was due) in writing to the Board of Selectmen. The Selectmen shall schedule a meeting with the Grievance Committee within fourteen (14) days. If a satisfactory settlement cannot be reached at this meeting, the board shall notify in writing within seven (7) days, the Grievance Committee and the Chief.

Step Four: If said grievance has not been resolved satisfactorily by Step 3, then either the Chief or the Grievance Committee may submit the grievance to arbitration by first giving written notice to the other party, within fourteen (14) days after receipt of the decision of the Board, stating its intention to arbitrate, and by simultaneously filing with Massachusetts Board of Conciliation and Arbitration a copy of such notice to the other party, together with a copy of this contract and/or any portion of herein, as shall be relevant to said arbitration, including this section.

Notwithstanding the above, individual employees have the right to file and process grievances up to but not including Step 4 of the grievance procedure.

Article 20 – Insurance/Pension

The Town agrees to pay seventy five percent (75%) for HMOs and fifty percent (50%) for indemnity plans of insurance, and will deduct (20% / 50%) of the cost of the medical insurance from an employee's pay. The \$25,000.00 life insurance (if employees die off duty), insurance currently being provided for the employee (subject to the Town meeting approval) will be deducted at the above ratio. Such deductions shall be made from not less than three (3) of the weekly paychecks due each employee each month, and shall be in as nearly level amounts as practical. No change will be made will be made in the percentage without agreement or impasse.

On the last day of this contract the health insurance contribution split will be, Town agrees to pay (75%) for HMO and will deduct (25%) of the cost of the medical insurance from an employee's pay.

Article 21 - No Strike

It is understood and agreed that the services performed by the Town employees included in this Agreement are essential to the public health, safety and welfare. Therefore, the Union agrees on behalf of itself and its members, that it will not authorize, instigate aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the said service performed by the Town of Mendon. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the Town. In the even of a violation of this section, the Union agrees to take positive affirmative steps with the employees concerned, and to hold employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lockout employees nor will it do anything to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of the Town services.

Article 22 - Management Rights

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge for just cause; transfer or promote; layoff because of lack of work or other legitimate reasons; establish reasonable rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement or applicable law, including Mass. General Laws, Chapter 41, §97A.

Unless an express, specific provision of this Agreement or applicable law, including Mass. General Law, Chapter 41, §97A, provides otherwise, the Town, acting through its Board of Selectmen and Police Chief or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

By way of example but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried out;
- To manage and direct employees of the Department;

- To maintain and improve orderly procedures and the efficiency of operations;
- To hire, promote and assign employees;
- For legitimate safety purposes to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- To determine the equipment to be used and the uniforms to be worn in the performance of duty;
- To determine the policies affecting the hiring, promotion, and retention of employees;
- To establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- To lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- To establish or modify work schedules and shift schedules and the number and selection of employees to be assigned not inconsistent with the provisions of this agreement;
- To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- To enforce reasonable rules and regulations for the governance of the Department and to add to or modify such reasonable regulations as it deems appropriate subject to fulfilling its bargaining obligations;
- To suspend, demote, discharge, or take other disciplinary action against employees for just cause; to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

This listing of management rights does not eliminate the Town's obligation to appropriately bargain the decision to make changes in wages, hours, and other working conditions and/or the impacts of those changes as required by law.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure

to exercise any right shall not be deemed a waiver.

Nothing in this Article will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provision of the contract limits its ability to act, management may exercise its rights under this article without having such actions being subject to the grievance procedure.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes but only after prior consultation with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an officer's training and ability, regardless of whether the exact duty is listed in a written job description, subject to the terms of this Agreement and applicable law, including Mass. General Laws, Chapter 41, §97A.

Notwithstanding the foregoing, all conflicts between the provisions of this Article and the provisions of other Articles in the Agreement will be resolved in favor of such other articles.

Article 23 – Americans with Disabilities Act

As of July of 1992 all provisions of this agreement must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no party of this agreement will result in unlawful discrimination. In keeping

with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the employer shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced, could subject both the employer and the Union to the penalty provisions of the ADA.

Article 24 - Education Policy

The Chief shall, at his discretion, from time to time, send full-time Employees of the Department of Public Safety to specialized courses of study he deems directly beneficial to the Department and the full-time Employee. Unless the employee voluntarily agrees otherwise, the Town shall pay the tuition cost thereof, and shall reimburse said full-time Employee for mileage of personal vehicle use, if applicable. Except as stated in the preceding sentence, the Town shall have no obligation to, nor shall it pay any educational expenses of any Employee.

Article 25 – Probationary Period

Newly hired employees will be on a probationary status for one (1) year following their initial hiring as full-time Civilian Employees. Termination with notice is all that is required. A terminated probationary employee is not entitled to a just cause hearing and may not file a grievance.

Article 26 – Bargaining Unit Coverage

If during the term of this contract Agreement any new position is created within the Communications Division, the wages and salary benefits thereof, and also any other changes in the terms and conditions of employment of any or all members of the Union shall be subject to negotiations between the parties of this Agreement as per Massachusetts General Laws, Chapter 150E (i.e., The Town will provide notice to the Union and an opportunity to engage in good faith negotiations until either agreement or impasse is reached.)

Article 27 – Shift Differential

Full-time employees actually working on the following shifts will receive the

indicated amounts:

Evening Shift	\$.75
Night Shift	\$ 1.00

Article 28 – Regular Pay

See Schedule A

Article 29 – Longevity

See Schedule B

Article 30 – Drug and alcohol Testing

- A. Probationary Employees.** Employees may be tested during the probationary period at such times as may be determined by management.
- B. Absence from Duty.** An employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested once within the first fourteen (14) calendar days after his return to active duty.
- C. Serious Incidents.** An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested.
- D. Career Assignments.** An employee may be tested.
- The Union will not discourage or interfere with an employee's seeking one of these positions. The employer will not make an appointment in bad faith as a pretext for testing an employee.
- E. Reasonable Suspicion.** An employee may be tested after a determination by the Chief or his designee that there is reasonable suspicion to test the employee. However, if an employee so requests in writing prior to taking such test, the result of the test will not be used in any departmental disciplinary action unless and until the presence of reasonable suspicion is upheld by a Review Committee established under this Article. The Committee will be composed of an individual selected by the Chief, one selected by the Union, and a third to be selected by the Selectmen, all to be appointed for the duration of this contract. All parties will cooperate in providing information to the Review Committee. It will endeavor to conclude its review as soon as possible, but in no event

more than seven (7) days after a request for review is made by an employee unless both the Town and the Union agree to additional time. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

F. Procedures.

1. Hair samples, urine samples, or blood samples when requested by the Chief will be taken from an employee or a prospective employee according to directions provided by the testing facility. The sample will either be hand delivered to the testing facility or it will be mailed via overnight courier service such as provided by Federal Express.

2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radio-immunoassay testing. A certificate from such facility will be issued for use in all discipline cases. (Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used.) The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authored by the Federal Department of Health and Human Services, initially published on February 13, 1987, and as updated, or similar program.

3. The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential by the tester.

4. Test results will be made available to the employee as soon as they are made known to the department. Employees having negative drug test results shall receive a

memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. The employees will be accompanied by an officer from the department assigned to supervise the taking of the sample and responsible for proper conduct and uniform procedures of the sampling process. The employee will be assigned a test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify department documentation that the coded identification on the testing sample corresponds with the assigned test code identification.

6. The employee to be tested will be notified of the test requirement a reasonable time before testing and when blood or urine samples are to be taken, shall report to the station at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample. Hair samples may be taken at the station.

7. The department will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing. The cost of all such tests will be paid by the Town.

The testing shall consist of an initial screening test, and, if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

8. Each step of the processing of the test sample shall be documented in a log to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as necessary.

H. Prohibited Conduct.

1. Illegal possession of any controlled substance.
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy.
4. Improper use of prescription medicine.

I. Impairment by Prescription Medicine. An employee shall notify the chief of police when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the chief of police of the known side effects of such medication and the prescribed period of use. The chief of police shall document this information through the use of internal confidential memoranda maintained in a secured file. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions. An employee prohibited from working may utilize sick leave or I.O.D. leave where appropriate or may be placed on unpaid leave of absence if neither sick leave or I.O.D. leave is available.

J. Treatment of the Employee. An officer who voluntarily discloses that he/she is a person who would benefit from drug treatment may be provided the opportunity to enroll in a rehabilitation program. This will not preclude disciplinary action, up to and including termination, if the officer's use of drugs was detected pursuant to the provisions of this Article or the officer is found to be engaging in criminal conduct involving the use, manufacture, sale or distribution of drugs.

Article 31 – Savings Clause

If any Section of this Agreement shall be held invalid by operation of law, or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

Article 32 – Termination

This agreement will be effective upon signing and will continue to remain in full force and effect until June 30, 2015. At least seven (7) months prior to the expiration of the contract either party may give written notice that it desires to negotiate a new contract. Upon receipt of such notice, the parties agree to meet for the purpose of negotiating a new agreement. So long as the parties are engaged in good faith negotiations, this agreement shall remain in full force and effect until a successor agreement is negotiated or impasse is reached.

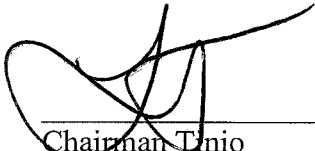
THIS CONTRACT COVERS THE PERIOD OF JULY 1, 2013 TO JUNE 30, 2015.

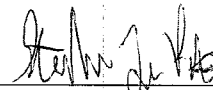
Benefit increases only apply to persons still working in the bargaining unit upon execution of this contract. Pay increases will start to be paid on the first payroll following execution, if there are sufficient funds in the payroll account in the Chief's determination; however, if there is not enough money available, and certainly any retroactive monies must await approval at the next regular or special town meeting.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

FOR THE TOWN

FOR THE UNION


Chairman Tinio
Lawney Tinio


Stephen LaPorta


Selectman Goddard


Mark Ricard


Selectman Reil


Robin Remillard


Jess Leblanc

SCHEDULE A – Regular Pay:

Step 1, 0-1 Years of Service	\$19.62/hour
Step 2, 1-3 Years of Service	\$21.17/hour
Step 3, 3+ Years of Service	\$22.20/hour

Stipends:

Dispatch Training Officer	Stipend	\$.50/hour
Single Coverage Stipend		\$1.25/hour
Dispatch Communication Supervisor Stipend (If a union member is placed in such position)		\$1.50/hour

SCHEDULE B Longevity:

Employees shall receive a longevity increase effective July 1st following the completion of the indicated length of continuous "Full-Time" service, according to the TOWN'S personnel policy.

10 years – 1.5%
15 years – 2.5%
20 years – 3.0%
25 plus years – 3.5 %

Payment of the longevity stipend shall be in a lump sum in the first pay period of each applicable fiscal year. These increases shall be calculated before and are in addition to any general salary adjustments that may be authorized. Longevity increases are not parts of the base salary, and remain a constant until the next plateau is achieved.